



CHICAGO TITLE
INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Chicago Title Insurance Company
NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

Central Illinois Title Company

CHICAGO TITLE INSURANCE COMPANY

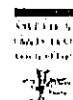
By: raig Miller/SS
Authorized Signature

By: [Signature]
AGENT
[Signature]
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.
72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE
INSURANCE COMPANY

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

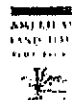
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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72C165D

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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CHICAGO TITLE
INSURANCE COMPANY

5. **LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

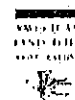
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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72C165D

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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CHICAGO TITLE
INSURANCE COMPANY

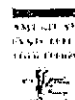
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Central Illinois Title Company
Issuing Office: Central Illinois Title Company
Issuing Office's ALTA Registry ID:
Loan ID Number:
Commitment Number: 6365
Issuing Office File Number: 6365
Property Address: Farmland in Douglas County Arcola, IL 61910
Revision Number: _____

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

SCHEDULE A

1. Commitment Date: **October 14, 2021, 08:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **To Come**

Proposed Policy Amount: **To Come**
 - (b) 2006 ALTA® Loan Policy
Proposed Insured: **To Come**

Proposed Policy Amount: **To Come**
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
First Mid Wealth Management Company, successor by merger to Agricultural Services Trust Company, as Successor Trustee of the Justus W. Seaman Trust dated May 20, 1982, as amended and restated
5. The land referred to in this Commitment is described as follows:

The West Half of the Northwest Quarter of Section 27 in Township 15 North, Range 9 East of the Third Principal Meridian. Situated in Douglas County, Illinois.

Countersigned

Central Illinois Title Company

By: 
Authorized Signature

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COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.
6. We should be furnished with a properly executed ALTA statement, and unless the land insured is a condominium unit, a survey, if available, or an Affidavit in Lieu of Survey. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Special Exceptions

8. **Taxes for the year 2021 and thereafter.**

**First Installment 2020 taxes in the amount of \$1,165.70 has been paid.
Second Installment 2020 taxes in the amount of \$1,165.70 has been paid.
Taxes for the year 2021 are not yet due or payable.**

Permanent Index No. 03-09-27-100-001

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9. **Right of Way Permit given to Illinois Consolidated Telephone Company dated July 25, 1983 and recorded August 6, 1983 as Document No. 150187.**
10. **Easement and License Grant dated July 7, 1998 and recorded June 1, 2001 as Document No. 225135. (See record for particulars)**
11. **Agreement for Drainage dated October 24, 2012 and recorded October 31, 2012 as Document No. 270609. (See record for particulars)**
12. **Rights of the Public, the State of Illinois, the Township, the County and the municipality in and to that part of the land, if any, taken, used or dedicated for roads, streets, alleys or highways.**
13. **Rights of way for drainage ditches, feeders, laterals and underground pipe or tile, if any.**
14. **Rights of a property manager, if any, to a statutory lien on the premises for its property manager's fee.**

Note: Furnish The Company with an affidavit by the owner stating that there is no property manager for the insured premises. In the absence thereof, provide a waiver of lien by the property manager covering the date of recording of the deed and mortgage to our insureds.

15. **Existing unrecorded leases and tenancies and all rights thereunder of the lessees and tenants and of any person claiming by, through or under the lessees.**
16. **Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of any stream across the premises.**
17. **The search for this Commitment/Policy only covers Uniform Commercial Code filings made in the County Recorder's Office. No examination has been made of the Secretary of State's filings which may affect the property in question.**
18. **Terms, powers, provisions, and limitations of the Trust under which title to the land is held.**

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19. **No buyer or buyers have been disclosed. This Commitment is subject to such further exceptions, if any, as may be deemed necessary when such parties are identified.**

NOTE: This Commitment is subject to such further exceptions, if any, which may be disclosed after a name search has been made for judgments and other matters against all parties disclosed.

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**CENTRAL ILLINOIS TITLE COMPANY
PRIVACY POLICY NOTICE**

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and
- Information from public records.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

7/1/01

PROPERTY OF DOUGLAS COUNTY

225135

EASEMENT AND LICENSE GRANT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, TRUSTEE OF THE JUSTUS W. SEAMAN, Trust, the Owner of the following-described premises and Jeff Johns, the Tenant of the following-described premises, to wit:

A part of the SE $\frac{1}{4}$ of Section 28, Township 15 North, Range 9 East of the 3rd P.M., Douglas County, Illinois, more particularly described as follows:

Commencing at the East Quarter corner of Section 28, Township 15 North, Range 9 East of the 3rd P.M.; thence North 89 degrees 59 minutes 59 seconds West along the North line of said Quarter Section 405.99 feet to the point of beginning; thence South 54 Degrees 12 minutes 48 seconds West 50.31 feet; thence South 87 Degrees 56 minutes 50 seconds West 97.61 feet; thence North 02 degrees 03 minutes 10 seconds West 30 feet; thence North 87 degrees 56 minutes 50 seconds West 81.89 feet to the North line of said Quarter Section; thence South 89 degrees 59 minutes 59 seconds East 57.60 feet along said North line to the point of beginning containing 0.08 of an acre more or less all situated in Bowdre Township, Douglas County, Illinois; and

A part of the W $\frac{1}{4}$ of Section 27, Township 15 North, Range 9 East of the 3rd P.M., Douglas County, Illinois, more particularly described as follows:

Commencing at the West Quarter corner of Section 27, Township 15 North, Range 9 East of the 3rd P.M.; thence North 00 degrees 25 minutes 43 seconds East along the West line of said Section 27 244.26 feet to the point of beginning; thence continuing along the last described course 37.18 feet; thence

BOOK 610 PAGE 113

North 54 degrees 12 minutes 48 seconds East 30.17 feet; thence South 73 degrees 40 minutes 52 seconds East 1336.76 feet; thence South 41 degrees 25 minutes 35 seconds East 1461.07 feet to the West line of the existing permanent easement for the existing 42 inch tile; thence South 26 Degrees 04 minutes 53 seconds East along said easement 113.36 feet; thence North 41 degrees 25 minutes 35 seconds West 1561.72 feet; thence North 73 degrees 40 minutes 52 seconds West 1313.41 feet; thence South 54 degrees 12 minutes 48 seconds West 37.47 feet to the West line of said Section and the point of beginning containing 1.98 acres more or less all situated in Bowdre Township, Douglas County, Illinois.

for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration DO HEREBY GRANT unto UNION DRAINAGE DISTRICT NO. THREE (3) OF THE TOWNS OF BOWDRE AND ARCOLA, COUNTY DOUGLAS AND STATE OF ILLINOIS, an easement across said strips of land above-described, upon which to construct and maintain the works of said District in accordance with the plats prepared by Robert L. McClintock Engineering and adopted by the Commissioners of said District, which are identified as Exhibits "A" and "B" attached hereto. This easement includes the right ingress and egress to, over and upon the above-described land of the Grantors.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above-described lands of the Grantors, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

The undersigned also being the Owner and Tenant of the following-described premises, to wit:

A part of the SE $\frac{1}{4}$ of Section 28, Township 15 North, Range 9 East of the 3rd P.M., Douglas County, Illinois, more particularly described as follows:

PROPERTY OF DOUGLAS

Commencing at the East Quarter corner of Section 28, Township 15 North, Range 9 East of the 3rd P.M.; thence North 89 degrees 59 minutes 59 seconds West along the North line of said Quarter Section 363.23 feet to the point of beginning; thence South 54 degrees 12 minutes 48 seconds West 92.57 feet; thence South 87 degrees 56 minutes 50 seconds West 155.19 feet; thence North 02 degrees 03 minutes 10 seconds West 59.73 feet; to the North line of said Quarter Section; thence South 89 degrees 59 minutes 59 seconds East along said North line 232.32 feet to the point of beginning containing 0.25 of an acre more or less all situated in Bowdre Township, Douglas County, Illinois; and

A part of the W $\frac{1}{4}$ of Section 27, Township 15 North, Range 9 East of the 3rd P.M., Douglas County, Illinois, more particularly described as follows:

Commencing at the West Quarter corner of Section 27, Township 15 North, Range 9 East of the 3rd P.M.; thence North 00 degrees 25 minutes 43 seconds east along the West line of said Section 27 263.27 feet to the point of beginning; thence continuing along the last described course 99.16 feet; thence North 54 degrees 12 minutes 48 seconds East 24.08 feet; thence South 73 degrees 40 minutes 52 seconds East 1356.21 feet; thence South 41 degrees 25 minutes 35 seconds East 1585.03 feet; thence South 26 degrees 04 minutes 53 seconds East 85.39 feet; thence South 63 degrees 55 minutes 07 seconds West 80.00 feet; thence North 26 degrees 04 minutes 53 seconds West 74.61 feet; thence North 41 degrees 25 minutes 35 seconds West 1551.13 feet; thence North 73 degrees 40 minutes 52 seconds West 1293.90 feet; thence South 54 degrees 12 minutes 48 seconds West 43.59 feet to the West line of said Section and the point of beginning containing 5.52 acres more or less all situated in Bowdre Township, Douglas County, Illinois.

for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS (\$1,731.00) and other good and valuable consideration DO HEREBY GRANT unto the said District a license to operate and maintain equipment and machinery, unload and to store construction materials and excavated fill materials to be spread, shaped and leveled upon completion of the project in accordance

with the plats prepared by Robert L. McClintock Engineering and adopted by the Commissioners of said District, which are identified as Exhibits "C" and "D" attached hereto.

The total of said sums is to be paid before said District or its agents, servants, or the contractors employed by it, enter on said land.

Said owner and tenant do hereby agree to accept the said sums of money in full payment for said easement and license grant and in full payment of all damages to the land actually taken or used, including crop damages, in accordance with said plats and the maintenance and keeping of the works of said District in repair hereafter; and agree that this release shall be a grant and conveyance of said easement and a grant of said license. Grantors hereby release and waive all right under and by virtue of the Homestead Exemption Laws of this State.

This easement and license grant is subject to the provisions of the Illinois Drainage Code.

DATED this 7th day of July, 1998.

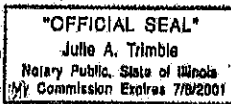
First of America Trust Co.
by: Gregory N. Perkins
as Trustee of the Justus W. Seaman
Trust
(Owner)

[Signature]
(Tenant)

PROPERTY OF DOUGLAS

STATE OF ILLINOIS)
COUNTY OF Champaign) SS

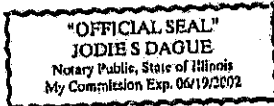
The foregoing instrument was acknowledged before me this 7th day of July, 1998, by George M. Perkins, Vice President, of First of American Trust Company, an Illinois Corporation of _____, on behalf of the corporation, as Trustee of the Justus W. Seaman Trust.



Julie A. Trimble
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF Douglas) SS

The foregoing instrument was acknowledged before me this 8 day of July, 1998, by Jeff Johns, Tenant.



Jodie S. Dague
NOTARY PUBLIC

Prepared by:
John L. Barger
CRAIG & CRAIG
1807 Broadway Avenue
P.O. Box 689
Mattoon, IL 61938-0689

Return to:
John L. Barger
CRAIG & CRAIG
1807 Broadway Avenue
P.O. Box 689
Mattoon, IL 61938-0689

EXHIBIT 'C'

PLAT OF TEMPORARY EASEMENT

A PART OF THE SE 1/4 OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE 3RD P.M.,
DOUGLAS COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 9 EAST
OF THE 3RD P.M., THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 232.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES
22 MINUTES 48 SECONDS WEST 232.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES
WEST 153.19 FEET; THENCE NORTH 02 DEGREES 02 MINUTES 50 SECONDS WEST 50 SECONDS
ALONG THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 59 SECONDS EAST
ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 59 SECONDS EAST
MORE OR LESS ALL SITUATED IN BOMBINE TOWNSHIP, DOUGLAS COUNTY, ILLINOIS.

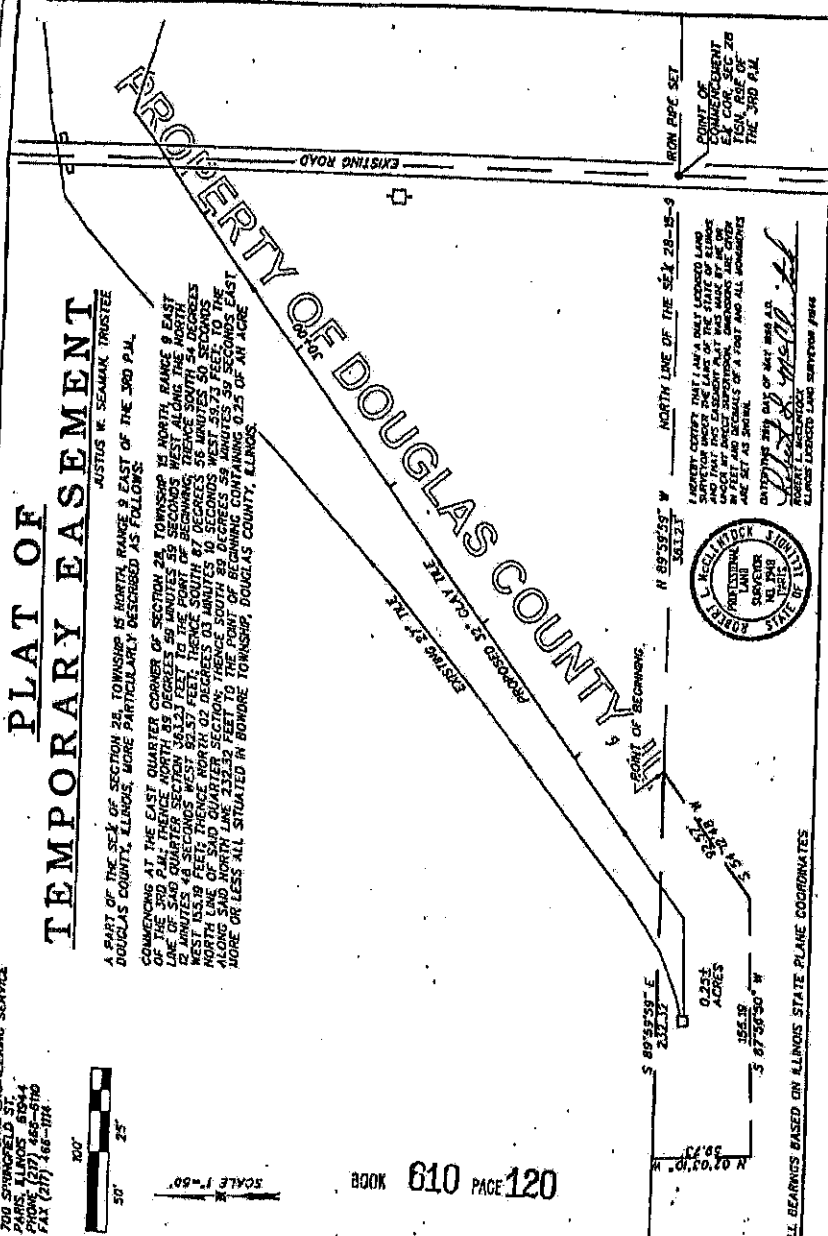
MCCLINTOCK CIVIL ENGINEERING SERVICE
700 SPRINGFIELD ST.
SPRINGFIELD, ILLINOIS 62761
PHONE (217) 466-1116
FAX (217) 466-1118



SCALE 1" = 50'

BOOK 610 PAGE 120

PROPERTY OF DOUGLAS COUNTY, ILLINOIS



IRON PIPE SET
POINT OF
CORNER OF
EAST COR. SEC 28
T35N R9E OF
THE 3RD P.M.

NORTH LINE OF THE SE 1/4 28-15-9

N 89°59'59\"/>

POINT OF BEGINNING

A 232.32

0.233
ACRES

S 89°59'59\"/>

S 87°58'30\"/>

I HEREBY CERTIFY THAT I AM A FULLY LICENSED LAND
AND SURVEYOR IN THE STATE OF ILLINOIS
AND THAT I HAVE PERSONALLY EXAMINED THE
WORK AND INSTRUMENTS REFERRED TO IN THIS
INSTRUMENT AND THAT THE SAME ARE TRUE AND
CORRECT AS SHOWN.

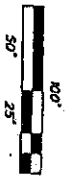


ROBERT L. MCCLINTOCK
SURVEYOR
NO. 1248
STATE OF ILLINOIS

DATE OF SURVEY: 11/15/00

ALL BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES

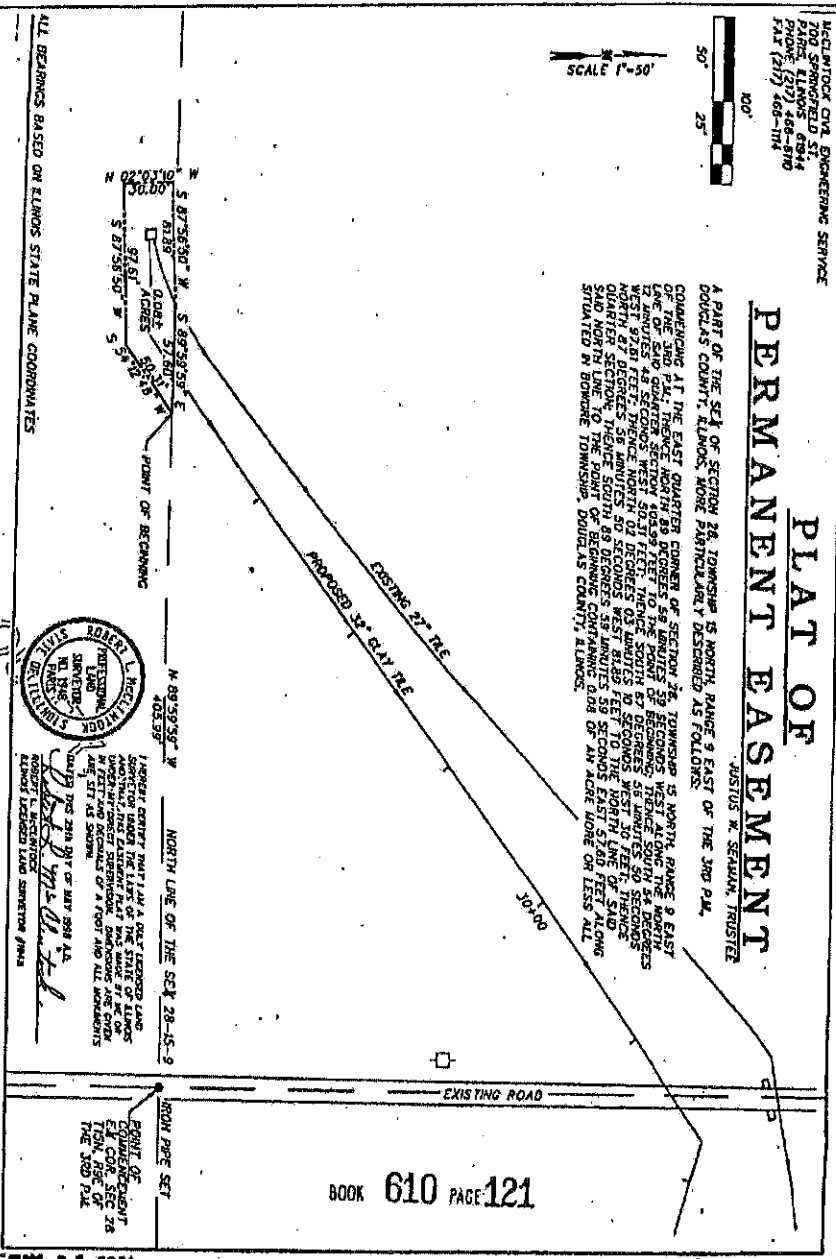
MARSHALL CIVIL ENGINEERING SERVICE
 700 SPRINGFIELD
 PAINESVILLE, OHIO 44069
 PHONE (419) 468-8700
 FAX (419) 468-7774



PLAT OF PERMANENT EASEMENT

JUSTUS W. SEAMAN, TRUSTEE

A PART OF THE SE1/4 OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE 3RD P.M., DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE 3RD P.M., THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER 89 DEGREES 59 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE 12 MINUTES 48 SECONDS WEST 50.31 FEET, THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 17.74 FEET, THENCE NORTH 02 DEGREES 03 MINUTES 10 SECONDS WEST 30 FEET, THENCE WEST 97 FEET, THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 30 FEET, THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 37.60 FEET TO THE NORTH LINE OF SAID QUARTER SECTION, THENCE WEST 59 SECONDS WEST 37.60 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES, MORE OR LESS, ALL SITUATED IN BOWDRE TOWNSHIP, DOUGLAS COUNTY, KANSAS.



PROPERTY OF DOUGLAS CO



FOR THE COUNTY OF DOUGLAS, KANSAS, I, *[Signature]*, Surveyor General, do hereby certify that the foregoing plat was made by me or by a duly licensed land surveyor in accordance with the laws of this State, and that the same is a true and correct copy of the original filed in my office on this 20th day of May 2001 A.D.

BOOK 610 PAGE 121

FILED For Record JUN 01 2001
 A. B. ... Recorder
 Book 610 Page 121

AGREEMENT

THIS AGREEMENT made and entered this 24TH day of October, 2012, by and between PAMALA PRICE-SEXTON, hereinafter called "PRICE-SEXTON", LORA K. LITTLE, hereinafter called "LITTLE", AGRICULTURAL SERVICES TRUST COMPANY AS SUCCESSOR TRUSTEE UNDER A TRUST AGREEMENT DATED JULY 22, 1992, AND KNOWN AS JUSTUS SEAMAN IRREV TUA DATED MAY 20, 1982 TRUST, hereinafter called "TRUST", LLOYD LITTLE, hereinafter called "LLOYD";

WHEREAS, PRICE-SEXTON owns certain real estate described as follows:

THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP FIFTEEN (15) NORTH, RANGE NINE (9) EAST OF THE 3RD P.M., DOUGLAS COUNTY, ILLINOIS, hereinafter called "TRACT A"; and,

WHEREAS, LITTLE owns certain real estate described as follows:

THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP FIFTEEN (15) NORTH, RANGE NINE (9) EAST OF THE 3RD P.M., DOUGLAS COUNTY, ILLINOIS, EXCEPT 2.074 ACRES DESCRIBED AS: A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE 3RD P.M., DOUGLAS COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON ROD MARKING THE SOUTHWEST CORNER OF THAT SECTION 22; THENCE NORTH 00 DEGREES 07 MINUTES 55 SECONDS EAST (BEARING BASED ON GRID MERIDIAN, ILLINOIS PLANE COORDINATE SYSTEM, EAST ZONE NAD 27) 404.58 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THAT SECTION 22 TO THE POINT OF BEGINNING BEING A POINT THAT IS NORTH 88 DEGREES 11 MINUTES 35 SECONDS WEST 16.09 FEET FROM A 1/2" IRON ROD WITH PLASTIC CAP STAMPED PLS 2054; THENCE CONTINUING NORTH 00 DEGREES 07 MINUTES 55 SECONDS EAST 244.83 FEET ALONG THAT WEST LINE TO A POINT

THAT IS NORTH 89 DEGREES 11 MINUTES 46 SECONDS WEST 15.49 FEET FROM A 1/2" IRON ROD WITH PLASTIC CAP STAMPED PLS 2054; THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST 365.41 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED PLS 2054; THENCE SOUTH 00 DEGREES 40 MINUTES 00 SECONDS WEST 251.17 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED PLS 2054; THENCE NORTH 88 DEGREES 11 MINUTES 35 SECONDS WEST 363.20 FEET TO THE POINT OF BEGINNING, CONTAINING 2/074 ACRES. hereinafter called "TRACT B"; and,

WHEREAS, TRUST owns certain real estate described as follows:

THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP FIFTEEN (15) NORTH, RANGE NINE (9) EAST OF THE 3RD P.M., DOUGLAS COUNTY, ILLINOIS, hereinafter called "TRACT C"; and,

WHEREAS, TRACTS A, B, AND C have located on them a 14" concrete drain tile which serves as subsurface and surface drainage for TRACT A and B only; and,

WHEREAS, The existing 14" concrete tile and NEW TILE only has capacity to provide surface and subsurface drainage for TRACT A and B ; and,

WHEREAS, PRICE-SEXTON and LITTLE desires to install on TRACT C a 15" dual wall plastic drainage tile, hereinafter called "NEW TILE", consisting of approximately 1,100 feet to connect the existing 14" concrete tile at the north end of NEW TILE to an existing 30" clay tile on the south end of NEW TILE, all located on TRACT C; and,

WHEREAS, PRICE-SEXTON and LITTLE agree to share the cost of installation of NEW TILE with PRICE-SEXTON to pay two-thirds (2/3) of the total actual cost and LITTLE to pay one-third (1/3) of the total actual cost;

WHEREAS, the parties hereto desire to place their agreement in writing.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, it is agreed as follows:

1. TRUST hereby grants, PRICE-SEXTON and LITTLE permission to enter upon TRACT C as depicted on Exhibit "A" as the "Proposed 15" Dual Wall Plastic" to construct "NEW TILE".
2. TRUST hereby grants, PRICE-SEXTON and LITTLE permission to enter upon TRACT C as depicted on Exhibit "A" only by written or verbal authorization for the purpose of maintaining existing 14" concrete tile and NEW TILE.
3. TRUST hereby acknowledges PRICE-SEXTON and LITTLE as sole owners of existing 14" and NEW TILE located on TRACT C as depicted on Exhibit "A".
4. TRUST shall not connect or cause to be connected any tile or surface drain to the 14" concrete tile or the NEW TILE located on TRACT C as depicted on exhibit "A".
5. PRICE-SEXTON and LITTLE agree to share responsibility and cost of maintenance with PRICE-SEXTON to pay two thirds (2/3) the actual cost and LITTLE to pay one third (1/3) the actual cost for the maintenance and cost of maintenance of existing 14" concrete and NEW TILE on TRACT C depicted on Exhibit "A"

6. LLOYD signs this Agreement as the spouse of LITTLE and agrees to be bound by the terms of this Agreement in the same manner as LITTLE and as otherwise provided.

7. The parties shall cause this Agreement to be recorded in the office of the Recorder of Douglas County, Illinois at the sole expense of PRICE-SEXTON.

8. This Agreement shall be binding upon and shall inure to the benefit of the administrators, executors, heirs, devisees and assigns to the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth above.

(Signature pages to follow)

PROPERTY OF DOUGLAS COUNTY

AGRICULTURAL SERVICES TRUST COMPANY AS SUCCESSOR TRUSTEE UNDER A TRUST AGREEMENT DATED JULY 22, 1992, AND KNOWN AS JUSTUS SEAMAN IRREV TUA DATED MAY 20, 1982 TRUST

BY: [Signature]
Its _____
VICE PRESIDENT & TRUST OFFICER
"TRUST"

STATE OF ILLINOIS)
COUNTY OF McLean) SS:

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that ANDREW P. MIHM, personally known to me to be the Vice President & Trust Officer, of Agricultural Services Trust Company as Successor Trustee under a Trust Agreement dated July 22, 1992, and known as Justus Seaman Irrev TUA Dated May 20, 1982, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 24th day of October, 2012.



[Signature]
NOTARY PUBLIC

PROPERTY OF DOUGLAS COUNTY

AGRICULTURAL SERVICES TRUST COMPANY AS SUCCESSOR TRUSTEE UNDER A TRUST AGREEMENT DATED JULY 22, 1992, AND KNOWN AS JUSTUS SEAMAN IRREV TUA DATED MAY 20, 1982 TRUST

BY: [Signature]
Its _____
"TRUST" **VICE PRESIDENT & TRUST OFFICER**

STATE OF ILLINOIS)
) SS:
COUNTY OF McLean)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that ANDREW P. MIHM personally known to me to be the Vice President & Trust Officer, of Agricultural Services Trust Company as Successor Trustee under a Trust Agreement dated July 22, 1992, and known as Justus Seaman Irrev TUA Dated May 20, 1982, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 24th day of October, 2012.



[Signature]
NOTARY PUBLIC

PROPERTY OF DOUGLAS COUNTY, ILL.)
SS:)

Lora K. Little

LORA K. LITTLE

"LITTLE"

Lloyd Little

LLOYD LITTLE

"LLOYD"

STATE OF ILLINOIS

COUNTY OF Douglas

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that LORA K. LITTLE and LLOYD LITTLE, husband and wife, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 19 day of October, 2012.

Cheryl Marlatt

NOTARY PUBLIC



PROPERTY OF QUINCY

Pamala Price-Sexton

PAMALA PRICE-SEXTON

"PRICE-SEXTON"

STATE OF ILLINOIS)
COUNTY OF Sangamon) SS:)

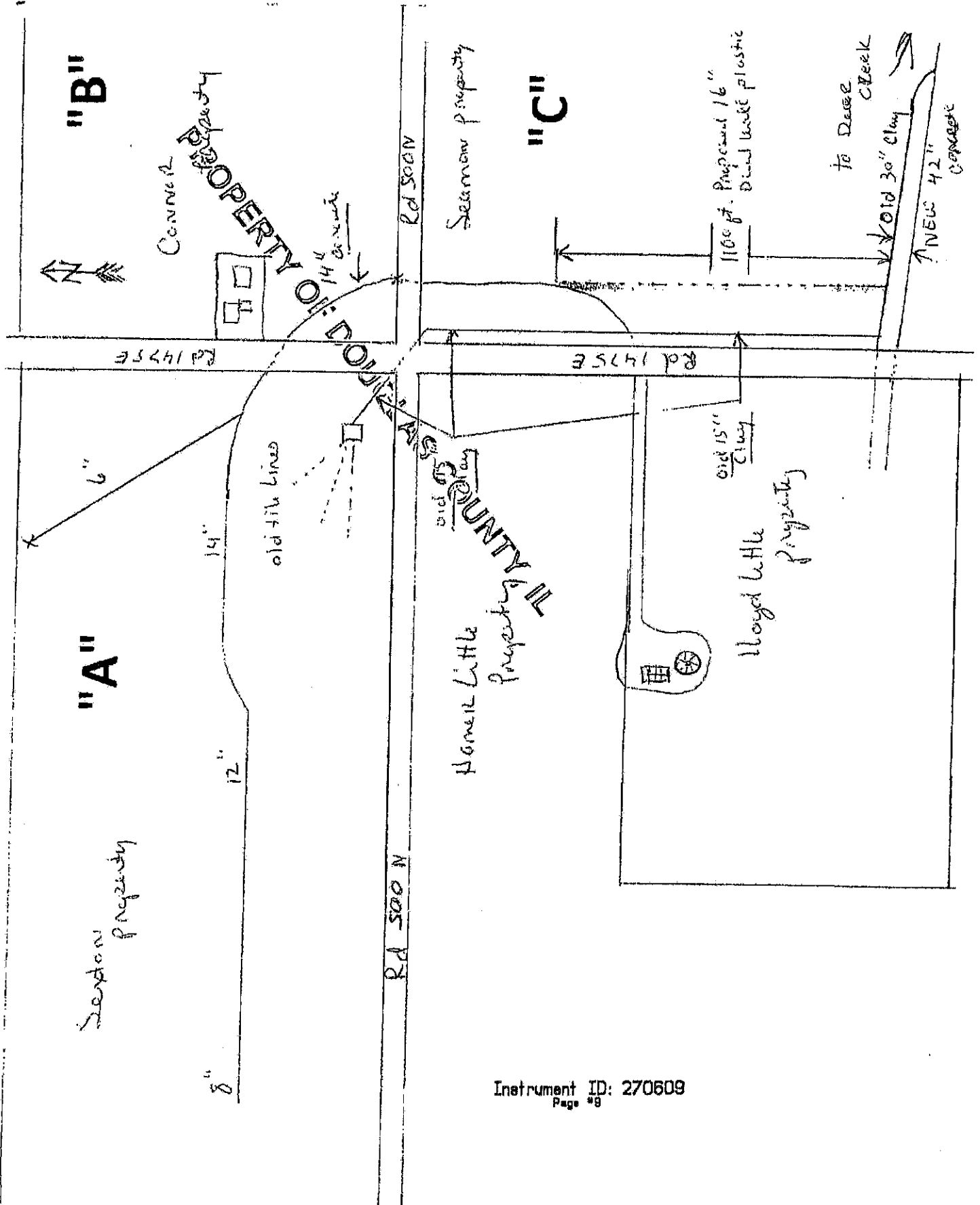
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that PAMALA PRICE-SEXTON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

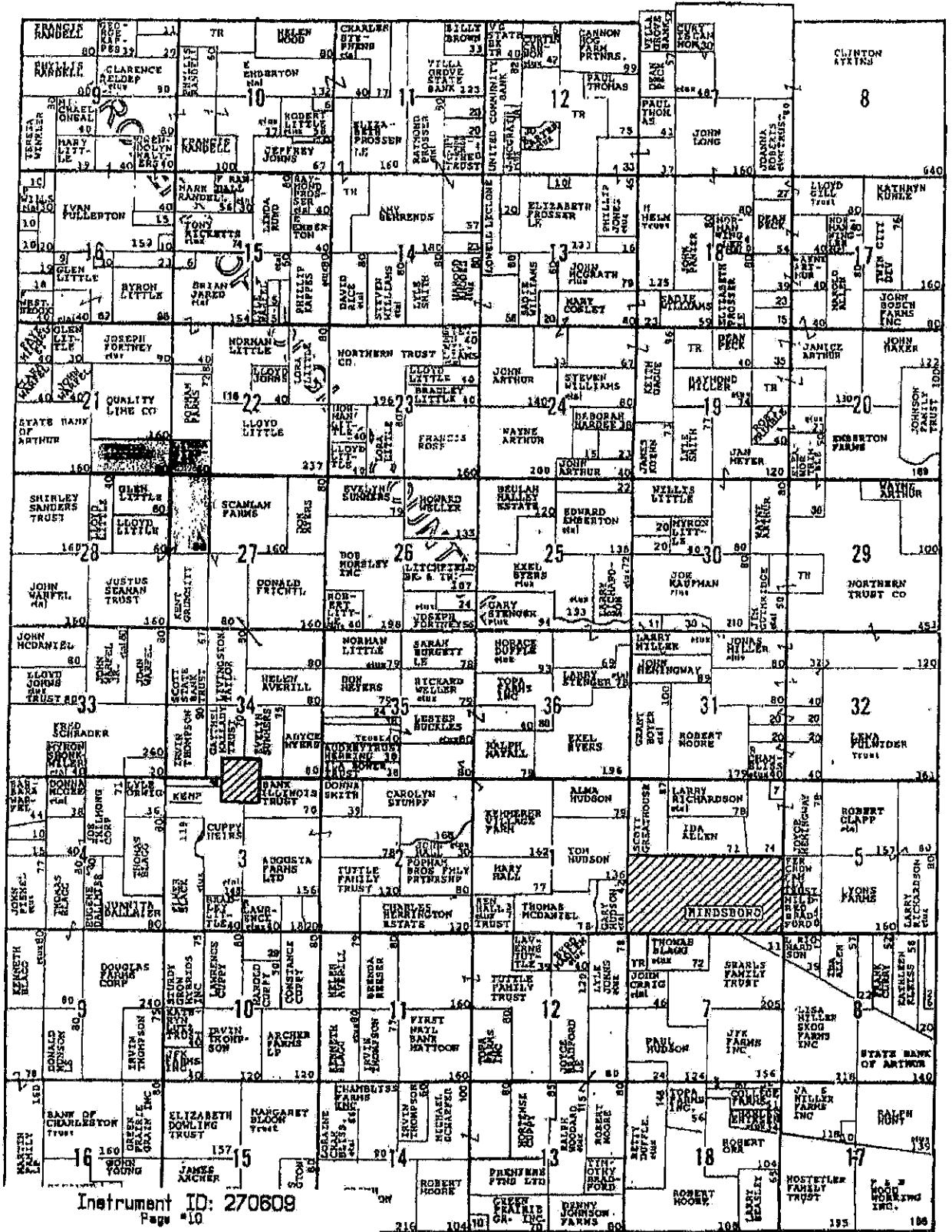
Given under my hand and notarial seal, this 11 day of October 2012.

OFFICIAL SEAL
ALLISON K. HETZLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-7-2016

Allison K. Hetzler
NOTARY PUBLIC

Exhibit "A"





Instrument ID: 270609
Page #10